

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>					1. REQUISITION NUMBER		PAGE <b>1 of 28</b>						
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SSN10006Q1253</b>		6. SOLICITATION ISSUE DATE June 20, 2006					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Stella Heng      stellah@state.gov</b>				b. TELEPHONE NUMBER Tel: 6476-9304 Fax: 6476-9003		8. OFFER DUE DATE/LOCAL TIME <b>July 7, 2006 at 4.30 pm</b>					
9. ISSUED BY CODE  <b>GENERAL SERVICES OFFICE American Embassy  27 Napier Road Singapore 258508</b>				10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A)  SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS					
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)							
						13b. RATING							
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP							
15. DELIVER TO CODE  <b>27 Napier Road Singapore 258508</b>				16. ADMINISTERED BY CODE  <b>State Department American Embassy Singapore</b>									
17a. CONTRACTOR OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE  <b>Financial Services Center American Embassy Bangkok, Thailand</b>									
[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM ON PAGE 14									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE (\$\$)		24. AMOUNT (\$\$)	
		<b>Scheduled air-con servicing at various U.S. Government leased residences (see attached schedule, page 2-21)</b>  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										See quote	
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REF. FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.													
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>TWO (2)</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.										<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____ .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)								
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section 1				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

## **Table of Contents**

### **Section 1 - The Schedule**

- SF1449 cover sheet
- Continuation to SF1449, RFQ No. SSN10006Q1253, Schedule of Supplies/Services, Block 20
- Exhibits 1 and 2

### **Section 2 - Contract Clauses**

- Contract Clauses
- Addendum to Contract Clauses, FAR and DOSAR clauses not prescribed in Part 12

### **Section 3 - Solicitation Provisions**

- Solicitation Provisions
- Addendum to Solicitation Provisions - FAR and DOSAR clauses not prescribed in Part 12

### **Section 4 - Evaluation Factors**

- Evaluation Factors

### **Section 5 - Representations and Certifications**

- Representations and Certifications

**Continuation to SF1449, RFQ No. SSN10006Q1253**  
**SECTION 1 - THE SCHEDULE**  
**INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

**1.0     SCOPE OF SERVICES**

The American Embassy Singapore requires scheduled air-con servicing at various US Government leased properties. These properties are usually condominiums occupied mainly by foreigners. The Contractor shall furnish managerial, administrative and direct operational personnel, materials, equipment and transport to accomplish all work as required.

**2.0     PERIOD OF PERFORMANCE**

The performance period of this contract is from the award date of this contract and continuing for 12 months. The Government may exercise the option to extend the contract on a yearly basis. The total duration of this contract shall not exceed 3 years.

**3.0     TYPE OF CONTRACT**

This is an indefinite-delivery, indefinite-quantity type contract for air-conditioning servicing. The Government plans to issue task orders with a firm-fixed price per unit.

**4.0     MINIMUM AND MAXIMUM AMOUNTS FOR SCHEDULED MAINTENANCE**

For each effective year of the contract, the U.S. Government guarantees a minimum order of S\$5,000.00 worth of services. The maximum amount of services ordered under each year of the contract will not exceed S\$100,000.00 worth of services.

**This contract is strictly for scheduled services and does not include repair of air-con systems and replacement of parts.**

**5.0.    PRICES/COSTS**

The prices listed below shall include all labor, materials, transport, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. All prices shall be in Singapore Dollars.

5.1 BASE YEAR PRICES

CLIN	Description of work	Unit	Price (S\$) w/o GST	GST 5%	Embassy's estimates per year	Total Price (S\$) Per year (4 visits)
001	Scheduled service for VRV inverter (series 1 / 2)	Per unit Per visit			No. of condensers : <u>50</u>	
002	Scheduled service for non-inverter single split type	Per unit Per visit			No. of condensers : <u>150</u>	
003	Scheduled service for non-inverter multi split type	Per unit Per visit			No. of condensers : <u>150</u>	
004	Scheduled service for floor standing package type (< 5RT)	Per unit Per visit			No. of condensers: <u>02</u>	
005	Scheduled service for cassette inverter	Per unit Per visit			No. of fan coils: <u>20</u>	
006	Scheduled service for wall mount inverter	Per unit Per visit			No. of fan coils: <u>60</u>	
007	Scheduled service for ceiling mount ducted inverter	Per unit Per visit			No. of fan coils: <u>30</u>	
008	Scheduled service for cassette unit	Per unit Per visit			No. of fan coils: <u>15</u>	
009	Scheduled service for wall mount unit	Per unit Per visit			No. of fan coils: <u>400</u>	
010	Scheduled service for ceiling mount unit	Per unit Per visit			No. of fan coils: <u>30</u>	
	<b>Total for Base Year (S\$)</b>					

5.2 1<sup>st</sup> OPTION YEAR PRICES

CLIN	Description of work	Unit	Price (S\$) w/o GST	GST 5%	Embassy's estimates per year	Total Price (S\$) Per year (4 visits)
101	Scheduled service for VRV inverter (series 1 / 2)	Per unit Per visit			No. of condensers : <u>50</u>	
102	Scheduled service for non-inverter single split type	Per unit Per visit			No. of condensers : <u>150</u>	
103	Scheduled service for non-inverter multi split type	Per unit Per visit			No. of condensers : <u>150</u>	
104	Scheduled service for floor standing package type (< 5RT)	Per unit Per visit			No. of condensers: <u>02</u>	
105	Scheduled service for cassette inverter	Per unit Per visit			No. of fan coils: <u>20</u>	
106	Scheduled service for wall mount inverter	Per unit Per visit			No. of fan coils: <u>60</u>	
107	Scheduled service for ceiling mount ducted inverter	Per unit Per visit			No. of fan coils: <u>30</u>	
108	Scheduled service for cassette unit	Per unit Per visit			No. of fan coils: <u>15</u>	
109	Scheduled service for wall mount unit	Per unit Per visit			No. of fan coils: <u>400</u>	
110	Scheduled service for ceiling mount unit	Per unit Per visit			No. of fan coils: <u>30</u>	
	<b>Total for 1<sup>ST</sup> OptionYear (S\$)</b>					

5.3 2<sup>nd</sup> OPTION YEAR PRICES

CLIN	Description of work	Unit	Price (S\$) w/o GST	GST 5%	Embassy's estimates per year	Total Price (S\$) Per year (4 visits)
201	Scheduled service for VRV inverter (series 1 / 2)	Per unit Per visit			No. of condensers : <u>50</u>	
202	Scheduled service for non-inverter single split type	Per unit Per visit			No. of condensers : <u>150</u>	
203	Scheduled service for non-inverter multi split type	Per unit Per visit			No. of condensers : <u>150</u>	
204	Scheduled service for floor standing package type (< 5RT)	Per unit Per visit			No. of condensers: <u>02</u>	
205	Scheduled service for cassette inverter	Per unit Per visit			No. of fan coils: <u>20</u>	
206	Scheduled service for wall mount inverter	Per unit Per visit			No. of fan coils: <u>60</u>	
207	Scheduled service for ceiling mount ducted inverter	Per unit Per visit			No. of fan coils: <u>30</u>	
208	Scheduled service for cassette unit	Per unit Per visit			No. of fan coils: <u>15</u>	
209	Scheduled service for wall mount unit	Per unit Per visit			No. of fan coils: <u>400</u>	
210	Scheduled service for ceiling mount unit	Per unit Per visit			No. of fan coils: <u>30</u>	
	<b>Total for 2<sup>nd</sup> Option Year (S\$)</b>					

**6. GRAND TOTAL PRICE FOR BASE YEAR PLUS TWO OPTION YEARS**

Base Year	S\$ _____
First Option Year	S\$ _____
2nd Option Year	S\$ _____
<b>TOTAL</b>	<b>S\$ _____</b>

**ESTIMATES:** The figures given under the column “Embassy’s estimates” are merely estimates and the Contractor shall not hold the Embassy to the figure stated. The estimates will be used for evaluation purposes.

**CONTINUATION TO SF-1449, RFQ No. SSN10006Q1253  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20  
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**7.0 ORDERING**

The Government shall issue task orders (see Exhibit 1, OF-347) for ordering services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

**7.1 ISSUANCE OF TASK ORDERS**

Only the Contracting Officer may issue task orders. Task orders will be issued at least 2 days in advance of date that work is required. Oral task orders may be necessary for emergencies; however, they will be issued in writing within one day after issuance of the oral instructions. For orders issued with less than 3 days’ notification, the Contractor shall have the option to refuse the work. Under such circumstances, the Government will obtain the services from other contractors.

**7.2 CONTENTS OF TASK ORDERS**

The Contracting Officer shall issue task orders for scheduled air-con servicing on an as-needed basis. See the sample task order at Exhibit 1. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Type and quantity of equipment
- (f) Point of contact for questions



### 7.3. ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

### 8.0. SCOPE OF WORK

- a) The Contractor shall provide the expertise, materials, tools to service various brands and models found in the leased residences. The models range from standard single/multiple-split unit systems to VRVs, Interverters, and variable-speed air-conditioning systems.
- b) When and if ordered, the Contractor shall furnish scheduled quarterly air-con maintenance services during regular hours. For condenser units, the Contractor shall comb fins and remove physical materials that obstruct air flow. The Contractor shall clean all fan units, clean and replace (if necessary) air filters, flush all condensate drains, install anti-algae tablets in each fan-coil drain pan. The end result expected of this service is for all fan coil units to emit cool and dry air at temperatures desired by the occupant and an air-con system that will not leak water.

The Contractor shall perform servicing in accordance with the manufacturer's maintenance instructions. **A copy of the Contractor's checklist is to be provided to the COR.** At the minimum, the checklist must provide the following information:

- Date of service
  - Address of service
  - Quantity and brief identification of equipment (eg, fan coil, condenser, VRV, wall mounted etc)
  - Short description of each task
  - Signature of Contractor
  - Signature of Government's representative (at completion of work)
- c) The Contractor shall provide all tools, testing equipment, ladders, rags, oils, greases, anti-algae tablets, air filters and other necessary items to ensure complete and thorough maintenance service. Other than the fore-mentioned supplies, the prices listed in the Price Schedule above do not include spare parts for repairs or any unscheduled work.
  - d) The Contractor shall use the approved maintenance checklists for each service visit and fill up the information requested. Upon completion of air-con servicing in a particular residence, the Contractor shall provide the approved checklists for the occupant's signature and submit the completed checklists with their invoices to the COR. Any unsigned checklist will be rejected for payment. All information requested in the checklist must be completed by the Contractor.
  - e) The Contractor shall provide **24 hours/day, 7 days/week breakdown inspection** service at no additional charge. Any labor required to change or replace any part or perform any

repair work will be chargeable at rates to be negotiated between the contractor and owner of the air-con unit.

- f) The Government will not provide any property for the Contractor's use under this contract. Repairs will be performed by the Government or Landlord of the residence.
- g) The Contractor shall in no way negotiate for or promise to, or repair any air-conditioner for the occupant of any residence without the expressed consent of the COR.
- h) The Government reserves the right to add and/or delete any building, residence, number and types of air conditioners to/from task orders already placed.
- i) The Contractor shall be responsible for removing all debris and surplus materials immediately upon completion of work. The Contractor shall leave the work places in clean, neat and orderly conditions satisfactory to the COR.
- j) CONTACTING THE MANAGEMENT CORPORATION. The Contractor shall observe rules and regulations laid down by the landlord and/or Management Corporations of apartments and condominiums. Prior to commencement of each visit, the Contractor must make all necessary inquiries concerning these rules. Any Management Corporation fees required for performance of this contract shall be borne by the Contractor but may be included in the invoice for reimbursement by the Government only if such fees are non-refundable. However, if fees are forfeited by the Management Corporation due to the Contractor's negligence/fault, such fees will not be refunded.

#### 9.0. ENGLISH SPEAKING REPRESENTATIVE

The Contractor shall designate an English speaking representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

#### 9.1. PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. Subcontractors may only be employed with the express written consent of the Contracting Officer.

The Contractor shall be responsible for providing **trained** technicians to perform air-con servicing required under task orders issued. The Contractor's team shall consist at the minimum 2 persons, one certified air-con technician and one helper. The Contractor's employees shall be on site only for contractual duties and not for any other business or purpose.

All Contractor employees must be in uniform with proper identification documentation showing that they are from the Contractor's company. Employees not in uniform and without identification will not be permitted into the residence.

9.2. Qualification of Technician. The certified air-con technician is defined as the person that holds, at the minimum, an ITE certificate in air-con work from a recognised local government training centre or insitution or an OEM for air-condition systems.

#### 10.0 WORKING HOURS

The Contractor shall perform all work during the hours between 8.00 am and 6.00 pm, Mondays to Fridays, except for the holidays identified in Section 2, DOSAR 652.237-72. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

#### 11.0 WARRANTIES

Any warranties that may be required under the contract shall be subject to the terms of FAR 52.246-20, "Warranty of Service" unless they conflict with the terms of such special warranties.

The Contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### 12.0. DAMAGE TO PROPERTY

The Contractor shall take all necessary precaution to protect the occupant's belongings, Government leased premises and the condominium's common property while work is in progress. The Contractor shall be liable for any damage caused to buildings, equipment, furniture, fixtures, or vegetation, or any personal property and shall replace or repair the damage at no expense to the Government. Pre-cautionary measures include but are not limited to supply of padding materials to protect floors, stairs, elevators, where applicable.

#### 13.0. QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,
- (b) Ensure these duties are carried out by the supervisory staff and senior employees, and
- (c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR. The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such

inspections. The Contractor shall bring to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

#### 13.1. INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

#### 14.0 INSURANCE

##### 14.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary to perform this work. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

- |     |   |
|-----|---|
| (1) | Bodily Injury on or off the site stated in Singapore Dollars: |
|     | Per Occurrence                      S\$100,000                |
|     | Cumulative                          S\$100,000                |
| (2) | Property Damage on or off the site in Singapore Dollars:      |
|     | Per Occurrence                      S\$100,000                |
|     | Cumulative                          S\$100,000                |

The types and amounts of insurance coverage above are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

##### 14.2. TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

#### 14.3 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

#### 15.0 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction.

#### 16.0 SAFETY PROGRAM

- a. Safety: The Contractor shall assume full responsibility and liability for compliance with all applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel, as well as preventing damage to materials, supplies and equipment. The Contractor shall hold the Government harmless for any action, error, or omission on this part, his employees, or his subcontractors that results in illness, injury or death;
- b. Accident Investigation and Reporting: The Contractor shall report all accidents resulting in lost time, disabling or fatal injuries along with those involving damage to vehicles, property, materials, supplies and or equipment to the COR. Reports shall contain the Contractor's measures to prevent reoccurrence of each accident.

#### 17.0 SECURITY

After award of the contract, the Contractor has three (3) calendar days to submit a list of workers and supervisors assigned to this project for the Government to conduct security checks. A security clearance form will be provided by Government for this purpose. Submit the completed form to \_\_\_\_\_.

The Government reserves the right to deny access into U.S.-operated facilities to any individual. The Contractor must promptly replace employees (assigned to this project) who do not pass the security checks with approved individuals.

## 18.0. QUALITY ASSURANCE PLAN (QAP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b><u>Services.</u></b> Performs all air-con servicing set forth in the performance work statement (PWS)	<b>8-17</b>	All required services are performed and no more than two (2) customer complaints is received per month

- 18.1 **SURVEILLANCE.** The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 18.2 **STANDARD.** The performance standard is that the Government receives no more than two (2) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.
- 18.3 **PROCEDURES.**
- If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
  - The COR will complete appropriate documentation to record the complaint.
  - If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
  - If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
  - The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
  - If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
  - The COR will consider complaints as resolved unless notified otherwise by the complainant.
  - Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

#### 19.0 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the Facility Manager.

#### 19.1 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

#### 20.0 PAYMENT

The Contractor shall submit a summary invoice at the end of each month after all work for that month is completed. The invoice shall be submitted to the **FMO-Vouchering Section**, American Embassy, 27 Napier Road, Singapore 258508.

Each invoice shall show the following:

- the order number(s) and date(s)
- the location/s of service
- the quantity and Clin numbers
- the amount billed for each order

A copy of the task order approved by the ordering officer must be submitted with the invoice. The Contractor can expect payment 30 days after receipt of the invoice, whichever is later. Notice of an apparent error, defect, or impropriety in an invoice will be given to the Contractor within 7 days of receipt of an invoice and will be suitably documented.

### **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

Exhibit 1      Task Order Form, OF-347

Exhibit 2      Checklists – *to be provided on award*





## SECTION 2 - CONTRACT CLAUSES

### FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order or BPA incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acqnet.gov/far>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (SEP 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

The following clause is provided in full text:

### FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553);
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Only appropriate clauses are checked]*

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
	(ii) Alternate I (APR 2003) of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is

not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

#### **ADDENDUM TO CONTRACT CLAUSES**

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance—Work on a Government Installation (JAN 1997)

#### **FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through expiry.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than S\$100.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
  - (1) Any order for a single item in excess of S\$5,000.00
  - (2) Any order for a combination of items in excess of S\$20,000.00 or
  - (3) A series of orders from the same ordering office within two (2) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective

period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2 weeks of expiry of contract.

FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within the performance period of the contract.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30<sup>th</sup> of each fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30<sup>th</sup> of each fiscal year, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

DOSAR 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day	Hari Raya Haji
Martin Luther King's Birthday	Chinese New Year
Washington's Birthday	Good Friday
Memorial Day	Singapore Labor Day
Independence Day	Vesak Day
Labor Day	National Day
Columbus Day	Deepavali
Veterans Day	Hari Raya Puasa
Thanksgiving Day	
Christmas Day	

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(a) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the

Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

- (b) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (c) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
  - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
  - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the Contractor is compensated for services provided.

- (d) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

### **SECTION 3- SOLICITATION PROVISIONS**

#### **52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

**FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2006), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).**

#### **ADDENDUM TO 52.212-1**

#### **SUBMISSION OF QUOTATIONS**

This Request For Quotation (RFQ) is for the performance of the services described in Section 1, and the Exhibits, which are a part of this RFQ.

1. The Quoter must submit the following:

- Standard Form 1449. The quoter must complete Block 12 if applicable and Blocks 17a, 30a, 30b and 30c of this form;
- the completed price table in Section 1;
- a list of clients, demonstrating prior experience with relevant past performance information and references and contact telephone/PH numbers;
- evidence that the Quoter operates an established business with a permanent address and telephone listing;
- evidence that the Quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work. Quoter shall submit certification of qualification of air-con technician (see Item 9.2);
- evidence that the Quoter has all licenses and permits required by local law (see DOSAR 652.242-73).

**Incomplete submissions (i.e. quotes with price only and no other information) will be considered unacceptable.**



2. To be acceptable, the quote must be hand-delivered, posted in a sealed envelope to the General Services Office (GSO), 27 Napier Road, Singapore 258508 by date and time stated below. The envelope should be clearly marked "RFQ SSN10006Q1253" on the top left corner. The Quoter's name and address must be indicated on the envelope. Submission by fax to 6476-9003 is also acceptable but the hardcopy must be received by the next working day.
3. **Closing Date and time for RFQSSN10006Q1253 is July 7, 2006, 2006, 4.30 p.m.. Quotes shall remain valid for 60 days.**

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

4 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of

formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Karen Stanton, Tel: 6476-9187 and Fax: 6476-9040**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

#### **SECTION 4 - EVALUATION FACTORS FOR AWARD**

The Government intends to award a contract/purchase order resulting from this RFQ to the lowest priced, technically acceptable offeror/quoter who is responsible contractor. The evaluation process shall include the following:

- **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the RFQ. The Government may reject an unacceptable proposals/quotations that do not conform to the RFQ.
- **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices, Section B”, and arriving at a grand total. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- **Responsibility Determination.** The Government will determine contractor responsibility. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
  - adequate financial resources or the ability to obtain them;
  - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
  - satisfactory record of integrity and business ethics;
  - necessary organization, experience, and skills or the ability to obtain them;
  - necessary equipment and facilities or the ability to obtain them; and
  - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### **FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

**SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS****52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership:

\_\_\_ Corporate Entity (not tax-exempt);

\_\_\_ Corporate Entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

## (5) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

## (c) – (d) [Reserved]

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

## (f) –(g) Reserved

- (a) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

## (1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

**Defense Base Act Insurance – Covered Contractor Employees**

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

<b>Category</b>	<b>Yes/No</b>	<b>Number</b>
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.